

MEMORANDUM

GOE

AGENDA ITEM NO. 5 (H)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 10, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Resolution Ratifying County
Manager's Action Executing
Amendment Number Three
to Agreement C-8839 with the
South Florida Water
Management District

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution, which ratifies the County Manager's action in executing Amendment Number Three to Agreement Number C-8839 with the South Florida Water Management District (the District). This amendment provides for the expenditure of \$320,000 remaining from the original \$700,000 amount of the Agreement from specific Appropriations 1362A, appropriated in the 1977-78 General Appropriations Act approved by the Florida Legislature towards the development of a stormwater management plan for that portion of unincorporated southern Miami-Dade County located within the C-102, Goulds Canal Drainage Area, C-103, North Canal, Florida City, and the C-1 Basins. The Amendment also provides for an extension of the time period involved in the completion of the Agreement.

BACKGROUND

On November 4, 1997, the Board of County Commissioners approved a resolution authorizing the County Manager to execute Agreement Number C-8839 with the District which provided for the expenditure of funds appropriated in the 1996-97 General Appropriations Act by the Legislature for the South Miami-Dade Watershed Planning Project: Stormwater Modeling Component Phase I. Phase I of this project involves the collection of hydrologic and infrastructure data needed for Phase II. Phase II comprises a stormwater modeling component to determine flood and water quality problem areas.

On March 20, 2003, DERM received notice from the District that subject Agreement required execution within ten (10) business days of receipt or the funds would not longer be available. This no-cost amendment to C-8839-A02 will retroactively extend the term of the contract for an additional 14 months from October 2002 to November 2003, for the completion of Phase II. This amendment is required to complete the stormwater modeling work for the C-102, Goulds Canal Drainage Area, C-103, North Canal, Florida City, and the C-1 Basins. As of this date \$380,000 has been expended. The amendment will also allow for the expenditure of the remaining \$320,000 from the State Appropriation SP 504 funding.



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN EXECUTING AMENDMENT NUMBER THREE TO AGREEMENT NUMBER C-8839 WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE SOUTH MIAMI-DADE WATERSHED PLANNING PROJECT: STORMWATER PLANNING COMPONENT PHASE II; AND THE EXERCISE THE CANCELLATIONS PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute Amendment Number Three to Agreement C-8839 with the South Florida Water Management District in the amount of \$320,000 remaining from the original contract in the amount of \$700,000 for the purposes of providing funding toward the South Miami-Dade Watershed Planning Project: Stormwater Planning Component Phase II, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise the cancellation provisions contained therein.

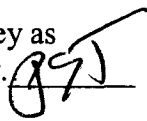
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

Amendment No. 3 to Original Contract C-8839



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

March 17, 2003

Mr. Antonio Cotarelo, P.E. Chief
Environmental Resources Management
Water Management Division
Suite 200
33 S.W. 2nd Avenue
Miami, FL 33130-1540

RECEIVED
MAR 20 2003
Water Management Division
DERM

**Subject: Contract No. C-8839-A03
South Dade Watershed Plan**


Dear Mr. Cotarelo:

Enclosed are two (2) copies of the subject amendment. Please have them signed by an individual with signature authority on behalf of your organization, and return both copies to my attention. Do not date the documents; a fully signed and dated amendment will be returned to you upon execution by the District.

Kindly return the executed documents within **ten (10) business days** of receipt. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Note that this amendment is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-6444.

Sincerely,

J. M. Rule
Contract Administrator
Procurement Department

/DLK
Enclosure

c: w/ attachment
PM

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GOVERNING BOARD

Trudi K. Williams, P.E., *Chair*
Lennart E. Lindahl, P.E., *Vice-Chair*
Pamela Brooks-Thomas

Michael Collins
Hugh M. English
Gerardo B. Fernández

Patrick J. Gleason, Ph.D., P.G.
Nicolás J. Gutiérrez, Jr., Esq.
Harkley R. Thornton

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8839-A03

AMENDMENT NO. 03

TO AGREEMENT NO. C- 8839

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

This **AMENDMENT NO. 03**, entered into on APR 10 2003, to that **AGREEMENT** dated September 25, 1997, as amended on February 08, 1999, February 11, 1999 between "the Parties," the South Florida Water Management District (**DISTRICT**), and Miami-Dade County (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the Governing Board of the **DISTRICT**, at its April 10, 2003 meeting, approved entering into this **AMENDMENT NO. 03** with the **COUNTY**; and

WHEREAS, the parties wish to amend the **AGREEMENT** in order to extend the period of performance;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The expiration date of the **AGREEMENT** is hereby extended by fourteen (14) months, extending the **AGREEMENT** term to November 30, 2003. Regardless of the actual date of execution, this **AMENDMENT NO. 03** shall be effective as of September 24, 2002.
2. This **AMENDMENT NO. 03** shall be at no additional cost to the **DISTRICT**.

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3. The Project Manager for the **DISTRICT** is amended to be Liz Abbott, located at 172-A West Flagler, Miami, Florida 33130, telephone number 1-305-377-7290.
4. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 03** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

By: _____

Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: _____

Date: 3/13/03

MIAMI-DADE COUNTY

By: _____

Title: _____

STEVE SITVEL, County Manager

Clerk

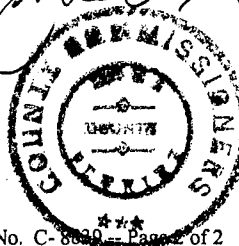


Exhibit "C"
Statement of Work
C-8839-A03

This no-cost amendment to C-8839-A02 will retroactively extend the term of the contract for an additional 14 months from October 2002 to November 2003. This amendment is required to complete the stormwater modeling work for the C-1, C-102, C-103, North Canal and Florida City Basins. As of this date, \$380,000.00 has been expended. The amendment will allow the expenditure of the original \$320,000 remaining from the State Appropriation SP 504 funding.

Revised Payment and deliverable schedule

Items Completed and Paid

Task C,D,E, and F: Quarterly No. 4	\$50,000 - Paid 2/2000
Task C,D,E, and F: Quarterly No. 5	\$50,000 - Paid 5/2000
Task C,D,E, and F: Quarterly No. 4	\$140,000 - Paid 8/2000
Task C,D,E, and F: Quarterly No. 4	\$140,000 - Paid 1/2003

Items outstanding with revised due dates

Task H (Quarterly Report 8)	\$140,000 due 6/03
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Task I (Quarterly Report 9)	\$50,000 due 8/03
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Task J,K,L (Quarterly Report 10, Report Volume number 4,5&6, Final)	\$130,000 due 11/03
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Original Contract C-8839



South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
TDD (561) 697-2574

ADM 28-06

September 26, 1997

Mr. Dorian K. Valdes, PE
Chief Water Management Division
Metro-Dade County, DERM
Miami, FL 33130

Subject: Contract No. C-8839
South Dade Watershed Plan, Phase I

Dear Mr. Valdes:

Enclosed please find one (1) fully executed copy of the above referenced contract. If you have any questions, please contact me at (561) 687-6384.

Thank you for your efforts on behalf of the District.

Sincerely,

Mary L. Meier
Contracts Manager
Procurement & Contract Administration

/DLK
Enclosure

c: Office of Counsel
Deborah Drum-Duclos, MDR
Supplier Diversity & Outreach
Gregg Mallinger, SWIM

RECEIVED

SEP 29 1997

WATER MANAGEMENT
DIVISION

Governing Board:

Frank Williamson, Jr., Chairman
Eugene K. Pettis, Vice Chairman
Mitchell W. Berger

Vera M. Carter
William E. Graham
William Hammond

Richard A. Machek
Michael D. Minton
Miriam Singer

Samuel E. Poole III, Executive Director
Michael Slayton, Deputy Executive Director

Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680

C-8839

COOPERATIVE AGREEMENT
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
METROPOLITAN DADE COUNTY

This **AGREEMENT** is entered into on SEPTEMBER 25, 1997, between "the Parties," the South Florida Water Management District, a public corporation of the State of Florida ("the **DISTRICT**"), and Metropolitan Dade County, a political subdivision of the State of Florida ("the **COUNTY**").

WITNESSETH THAT:

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the State of Florida has enacted the Surface Water Improvement and Management ("SWIM") Act to provide for the protection and restoration of designated priority water bodies; and

WHEREAS, the **DISTRICT** desires to provide funding to the **COUNTY** for the implementation of 1997 Biscayne Bay SWIM projects as mandated by the Legislature of the State of Florida in the 1996-97 General Appropriations Act; and

WHEREAS, the **DISTRICT'S** expenditures under this **AGREEMENT** are subject to reimbursement by Florida Department of Environmental Protection (FDEP) under the SWIM Act in accordance with Florida Statutes and pursuant to a reimbursement agreement previously executed by the **DISTRICT** and FDEP; and

WHEREAS, the **DISTRICT** has funds in its current fiscal year budget (1996-1997), which are available for its funding of this **AGREEMENT**; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Department of Environmental Resources Management (DERM) is a department of Metropolitan Dade County; and

WHEREAS, the Governing Board of the **DISTRICT**, at its March 13, 1997, meeting, has authorized entering into this **AGREEMENT** with the **COUNTY**;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

- 1.1 The **COUNTY** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "A," and made a part of this **AGREEMENT**.

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **AGREEMENT** shall commence on the date of this **AGREEMENT** and continue for a period of Twenty-Four (24) months.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **AGREEMENT**.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As consideration for providing the work required by this **AGREEMENT**, the **DISTRICT** shall pay the **COUNTY** the fixed amount of Four Hundred Fifty-Seven Thousand Six Hundred Sixty-Two Dollars and No Cents (\$457,662.00), as specified in Exhibit "A." Such amount includes travel and other expenses which the **COUNTY** may or may not incur and therefore no additional consideration shall be authorized.
- 3.2 It is the intent and understanding of the Parties that this **AGREEMENT** is solely for the benefit of the **COUNTY** and the **DISTRICT**. No person or entity other than the **COUNTY** or the **DISTRICT** shall have any rights or privileges under this **AGREEMENT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 4 - INVOICING AND PAYMENT

- 4.1 The **COUNTY'S** invoices shall reference the **DISTRICT'S** Contract Number C-8839 and shall be sent to the following address:

South Florida Water Management District
Attn: Division of Procurement and Contract Administration
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

The **COUNTY** should not submit invoices to any other address at the **DISTRICT**.

- 4.2 The **COUNTY** shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in Exhibit "A."
- 4.3 The **DISTRICT** shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the **COUNTY** has performed the work according to the terms and conditions of this **AGREEMENT**. However, failure by the **COUNTY** to follow the foregoing instructions shall result in an unavoidable delay of payment by the **DISTRICT**.

ARTICLE 5 - PROJECT MANAGEMENT/NOTICE

- 5.1 The Project Manager for the **DISTRICT** is Deborah Drum-Duclos, at the Miami-Dade Regional Service Center, 1550 Madruga Avenue, Suite 412, Coral Gables, Florida 33146, telephone (305) 669-6947. The Project Manager for the **COUNTY** is Carlos Espinosa, at Metropolitan Dade County, Department of Environmental Resources Management, 33 S.W. Second Avenue, Miami, Florida 33130, telephone (305) 372-6789. The Parties shall direct all matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**.
- 5.2 All notices, demands, or other communications to the **COUNTY** under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

Metropolitan Dade County
Department of Environmental Resources Management
Attn: Carlos Espinosa
33 S.W. Second Avenue
Miami, FL 33130

All notices to the **DISTRICT** under this **AGREEMENT** shall be in writing and sent by certified mail to:

South Florida Water Management District
Attn: Division of Procurement and Contract Administration
3301 Gun Club Road
P. O. Box 24680
West Palm Beach, FL 33416-4680

The **COUNTY** shall also provide a copy of all notices to the **DISTRICT'S** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT'S** Contract Number C-8839.

ARTICLE 6 - INSURANCE

- 6.1 The **COUNTY** shall maintain, through the term of this **AGREEMENT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions for General Liability, Automobile Liability and Worker's Compensation identified in Exhibit "B," attached hereto and made a part hereof. All coverage required shall extend to all employees and subcontractors of the **COUNTY**. The **COUNTY** represents that it is a self-insured entity subject to the coverage and limitations specified in Sections 284.31 and 768.28 of the Florida Statutes.

ARTICLE 7 - TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this **AGREEMENT** shall terminate at the expiration of the ten (10) day time period.
- 7.2 The **DISTRICT** may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the **COUNTY**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **COUNTY** of a Notice of Termination specifying the extent

to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

In the event of termination, the **DISTRICT** shall compensate the **COUNTY** for all authorized and accepted work performed through the termination date. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **AGREEMENT**. The **DISTRICT** may withhold all payments to the **COUNTY** for such work until such time as the **DISTRICT** determines the exact amount due to the **COUNTY**.

- 7.3 If either party initiates legal action, including appeals, to enforce this **AGREEMENT**, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 7.4 In the event a dispute arises which the project managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 7.5 The **DISTRICT** anticipates a total project cost of Seven Hundred Sixty-Two Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$762,769.00), of which the **DISTRICT** is funding Four Hundred Fifty-Seven Thousand Six Hundred and Sixty-Two Dollars and No Cents (\$457,662.00). The balance of matching funds in the amount of Three Hundred Five Thousand One Hundred Seven Dollars and No Cents (\$305,107.00) shall be obtained from the **COUNTY**. In the event such funding becomes unavailable, that shall be good and sufficient cause for the **DISTRICT** to terminate the **AGREEMENT** pursuant to Paragraph 7.2, above.
- 7.6 The **COUNTY** recognizes that FDEP will reimburse the **DISTRICT** Sixty Per Cent (60%) of the **DISTRICT'S** expenditures under this **AGREEMENT**. The **COUNTY** agrees that if FDEP does not provide such funding, that shall be good and sufficient cause for the **DISTRICT** to terminate the **AGREEMENT** pursuant to 7.2, above.

ARTICLE 8 - RECORDS RETENTION/OWNERSHIP

- 8.1 The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection

for a period of five (5) years from completing performance and receiving final payment under this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the date of final payment under this **AGREEMENT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **COUNTY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

- 8.2 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the **COUNTY** in connection with this **AGREEMENT**, may be utilized by the **DISTRICT** in its normal course of business. **DISTRICT** use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works.

ARTICLE 9 - STANDARDS OF COMPLIANCE

- 9.1 The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
- 9.2 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
- 9.3 The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
- 9.4 Pursuant to Section 216.347 of the Florida Statutes, the **COUNTY** is prohibited from the expenditure of any funds under this **AGREEMENT** to lobby the Legislature, the judicial

branch, or another state agency.

- 9.5 The **COUNTY** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private Party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **AGREEMENT**.
- 9.6 The **COUNTY** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**. The **COUNTY** shall take all measures necessary to effectuate these assurances.

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **COUNTY** is an independent contractor and is not an employee or agent of the **DISTRICT**. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of an independent contractor, between the **DISTRICT** and the **COUNTY**, its employees, agents, subcontractors, or assigns, during or after the performance of this **AGREEMENT**. The **COUNTY** is free to provide similar services for others.
- 10.2 The **COUNTY** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be void.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **AGREEMENT** specifies that performance by the **COUNTY** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, the **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **AGREEMENT** may be amended only with the written approval of the Parties.
- 11.6 This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**. The **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this

AGREEMENT on the date first written above.

Legal Form Approved
SEWMD Office of Counsel

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD**

BY: Thomas R. Wolfe

DATE: 8-29-97

APPROVED FOR
AND LEGAL SUFFICIENCY

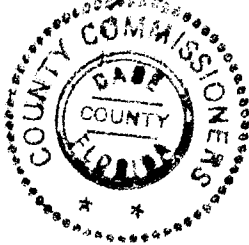
[Signature]
Assistant County Attorney

By: Michael Sleyto

Deputy Executive Director

ATTEST:

[Signature]
Clerk



**METROPOLITAN DADE COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]

County Manager

EXHIBIT "A"
STATEMENT OF WORK

**South Dade Watershed Planning Project:
Stormwater Planning Component Phase I**

1.0 INTRODUCTION

Development in south Dade County has heightened concerns about the impact of drainage and stormwater runoff on the quality and quantity of water discharged into Biscayne National Park via the canals in south Dade. To address the concern, the Board of County Commissioners recently adopted an amendment to the Comprehensive Development Master Plan (CDMP) which requires the development and implementation of an integrated land use and water management plan for southeastern Dade County. Final approval of the CDMP amendment is pending review by the Florida Department of Community Affairs. One of the Plan's objectives is "to identify and protect lands, including their uses and functions, that are essential for preserving the environmental, economic, and community values of Biscayne National Park." The basins to be studied in this project are included in the study area identified in the CDMP amendment.

South Dade, which includes the drainage basins to be studied in the Project, is listed as a priority area on page 17 and Figure 4 on page 18, of the November 1995 Surface Water Improvement and Management Plan for Biscayne Bay (SWIM Plan). The SWIM Plan identifies goals for Biscayne Bay including: "A. maintain and improve water quality to protect and restore natural ecosystems and compatible human uses of Biscayne Bay; and B. improve the quantity, distribution, and timing of freshwater flows and circulation characteristics of Biscayne Bay as needed to protect and restore natural ecosystems." Also, Objective A.3 of the SWIM Plan calls for reducing contaminant loading from urban stormwater runoff, and Objective B.2 requires developing methodologies to enhance surface water flow to the Bay. Specifically, the south Dade watershed is considered a priority area with goals and objectives similar to those in this project, as described on pages 22 through 25 of the SWIM Plan.

This project, or Phase I, is an essential component in developing appropriate tools that will allow evaluation of the effects of varying land uses in south Dade and will help to establish the basis for comprehensive land use decisions.

2.0 OBJECTIVE

To gather planning area information and infrastructure data and to create maps, which will be used in developing a stormwater management plan for that portion of unincorporated Dade County located within the C-102, Goulds Canal Drainage Area, C-103, North Canal, Florida City, and C-1 Basins, while recognizing inputs, throughputs, and outputs of the incorporated areas affecting all boundary areas of the study.

3.0 SCOPE OF WORK

The County shall be responsible for the satisfactory completion of all work under this project, including general project administration functions, the completion of all tasks and timely review of draft work products as set forth herein.

The County shall complete two tasks of this Phase I, Stormwater Planning Component, as follows:

Task A: Information gathering

Task B: Mapping, and sub-basin delineation.

The initial task provides for the gathering of planning area information and infrastructure data and mapping. Information will be provided for the C-102, Goulds Canal Drainage Area, C-103, North Canal, and Florida City Basins. The final task for this project provides for the gathering of planning area information and infrastructure data and mapping for the C-1 Basin, and for the delineation of the planning area into a maximum of 120 sub-basins per basin. All of the information generated in Phase I will be used in subsequent hydrologic and hydraulic modeling.

Quarterly reports will be submitted as contract deliverables throughout the two-year project in order to assess progress. DERM will submit to the District, for review and approval, any Request for Proposal generated for this project.

4.0 WORK BREAKDOWN STRUCTURE

Task A: Information gathering and mapping of the C-102, Goulds Canal Drainage Area, C-103, North Canal, and Florida City Basins

Information for the planning area, and infrastructure data will be gathered and mapped. All information and data will be provided to the District in an electronic format. The following information will be collected for the C-102, Goulds Canal Drainage Area, C-103, North Canal and Florida City Basins:

1. Florida Power and Light (FPL) GIS base maps in electronic format.
2. Stormwater management infrastructure information to include catch basin locations, pipe location and sizes, pipeline inverts, pipe materials, and known ground surface elevations.
3. Major conveyance system information to include canal segment cross-sections, culvert and bridge opening information, including cross-sectional geometry and elevations and roadway profiles.
4. Soil characteristics, infiltration capacity, and recharge capacities, as available.
5. Dade County land use data in AUTOCAD format.
6. Location of State maintained roadways.
7. Location of emergency evacuation routes.
8. Existing receiving water quality information.

9. SFMWD data on the control structures, including operating rules and hydraulic capacity.
10. Dimensions and capacity of other stormwater management system components including but not limited to: salinity structures, pump stations, ponds, exfiltration, and drainage wells.
11. Groundwater table elevations.
12. Stormwater flow and quality data from NPDES program and/or other sources.
13. Map and list of publicly owned open lands.
14. Canal system flow records, including SFMWD daily discharge data.
15. Summary report of citizen complaints.

**Task B: Information gathering and mapping for the C-1 Basin, and
Sub-Basin Delineation of the Planning Area**

This task will collect and map the same information in Task A (listed from 1-15) for the C-1 Basin. This task also provides for the delineation of the planning area into a maximum of 120 sub-basins per basin. The sub-basin delineation will be used as a basis for the pollutant loading estimates as well as in subsequent hydrologic and hydraulic analyses. Land use characteristics, and existing stormwater pollution control facilities will be determined, by the County for each sub-basin, from information obtained in Task A. Task B also provides for the identification of major planning area boundary inflow points to be considered in subsequent hydrologic and hydraulic modeling.

SEP-16-1997 15:00 S.W.H.D. 481 001 0215 1.02/02

5.0 PAYMENT AND DELIVERABLE SCHEDULE

Task	Deliverable Description	Due Date	SWIM Payment	DERM Payment	Total
A	Quarterly status report # 1	3 months from contract execution	\$70,778	\$47,185.25	\$117,963.25
	Quarterly status report # 2	6 months from contract execution	\$70,778	\$47,185.25	\$117,963.25
	Quarterly status report # 3	9 months from contract execution	\$70,778	\$47,185.25	\$117,963.25
	Quarterly status report # 4	12 months from contract execution	\$70,778	\$47,185.25	\$117,963.25
B	Quarterly status report # 5	15 months from contract execution	\$43,637.50	\$29,091.50	\$72,729
	Quarterly status report # 6	18 months from contract execution	\$43,637.50	\$29,091.50	\$72,729
	Quarterly status report # 7	21 months from contract execution	\$43,637.50	\$29,091.50	\$72,729
	Quarterly status report # 8, and sub-basin delineation maps for each basin described in Tasks A and B.	24 months from contract execution	\$43,637.50	\$29,091.50	\$72,729
	TOTAL		\$457,662	\$305,107	\$762,769



Form #0894
Rev. 7/95

Governmental Certificate of Insurance

PROVIDED TO
South Florida Water Management District

EXHIBIT "B"

Issue Date (MM/DD/YY)

AGENT/BROKER Name/Address/Telephone Number				COMPANIES AFFORDING COVERAGE AND BEST RATING			
				COMPANY LETTER A	COMPANY LETTER D		
INSUREDS Name/Address/Telephone Number				COMPANY LETTER B	COMPANY LETTER E		
				COMPANY LETTER C	COMPANY LETTER F		
Required Coverage Identified by Letters with ■							
↓	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIST DEDUCTIBLE/SIR LIMIT	LIABILITY LIMITS IN THOUSANDS	
							PER OCCURRENCE
■ A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input type="checkbox"/> Underground Explosion & Collapse Hazard <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> _____				\$	BI & PD Combined	\$ 100/200
□ B	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos (Priv Pass) <input type="checkbox"/> All Owned Autos (Other than Priv Pass) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				\$	BI & PD Combined	\$ 100/200
■ C	Workers' Compensation & Employers' Liability				\$	STATUTORY LIMITS IN THOUSANDS \$100 (Each Accident) \$500 (Disease - Policy Limit) \$100 (Disease - Each Employee)	
□ D	Professional Liability				\$	BI & PD Combined	\$ 100/200
□ E	Builders Risk				\$	100% of Value Value \$ _____	
□ F					\$		

NOTE: 1) All non-standard exclusions shall be identified on the reverse side of this certificate.
2) South Florida Water Management District shall be included as Additional Insured under General Liability and Auto Liability policies as well as

Certificate Holder

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680
Attention: **Contract Administrator**

Should any of the above coverages be cancelled or modified the Insurance Agent shall notify the Certificate Holder thirty (30) days prior to the effective date of said change. I certify that I have a Certificate of Authority to write insurance in the State of Florida.

Authorized Representative _____

Date _____

25

Amendment No. 2 to Original Contract C-8839



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-8839-A2

AMENDMENT NO. 2

ORIGINAL

TO AGREEMENT NO. C-8839

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

This **AMENDMENT NO. 2**, entered into on **FEB 11 1999**, to that **AGREEMENT** dated September 25, 1997, as amended on January 1999 between "the Parties," the South Florida Water Management District (**DISTRICT**), and Miami-Dade County, (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the Governing Board of the **DISTRICT**, at its February 10, 1999 meeting, approved entering into this **AMENDMENT NO. 2** with the **COUNTY**; and

WHEREAS, the parties wish to amend the **AGREEMENT** in order to extend the period of performance, increase funding, amend the Statement of Work and extend the period of performance of the **AGREEMENT** and add specific flowdown provisions from Agreement No. SP504 between the District and the Florida Department of Environmental Protection (FDEP); and

WHEREAS, the **DISTRICT** has been given funding by FDEP as authorized pursuant to Specific Appropriations 1362A in the 1998-1999 General Appropriations Act, as approved by the Florida Legislature;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

5. For the purposes of all funding appropriated under both Amendments 1 and 2 of this **AGREEMENT**, a new Article 4.4 is hereby added as follows: "The **DISTRICT** shall only reimburse the **COUNTY** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under the **DISTRICT's** Travel Policy No. 14.500. A completed "Travel Expense Voucher", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement."

6. Table 1 of the Statement of Work entitled "Payment and Delivery Schedule" is hereby revised to incorporate the balance of the Phase II tasks in accordance with Exhibit "A2" attached hereto and made an integral part of this **AMENDMENT NO. 2**. In addition, Exhibit "A2" includes a new Table 2 which summarizes the distribution of funding sources between the **DISTRICT** and the **COUNTY**, SWIM and Specific Appropriation 1362A.

7. In compliance with the mandatory flow-down provisions set forth in Agreement No. SP504 between the **DISTRICT** and the State of Florida Department of Environmental Protection (FDEP), the following new Articles 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15 through 9.15.11, 9.16 and 9.17 are hereby added and read as set forth below. In the event of any conflict between these FDEP provisions and those set forth in the original **AGREEMENT**, the FDEP provisions shall take precedence.

9.7 Consistent with the requirements of the Exhibit "A" Statement of Work, the **COUNTY** shall submit quarterly invoices together with quarterly progress reports describing the work performed, problems encountered problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the **DISTRICT'S** Project Manager no later than thirty (30) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.8 The **COUNTY** shall maintain books, records, documents directly pertinent to performance under this **AGREEMENT** in accordance with generally accepted accounting principles consistently applied. The State, FDEP or their authorized representatives shall have access to such records for audit purposes during the term of this **AGREEMENT** and for three years following **AGREEMENT** completion. In the event any work is subcontracted, the **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

9.9 In accordance with Section 216.349, Florida Statutes (financial review of grants and aids appropriations), the **COUNTY** shall provide to the **DISTRICT** one of the following: (a) if the amounts received exceed \$100,000, an audit of this



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

9.11 The **COUNTY** shall comply with all applicable federal, state and local rules and regulations in providing services to the **DISTRICT** under this **AGREEMENT**. The **COUNTY** acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The **COUNTY** further agrees to include this provision in all subcontracts issued as a result of this **AGREEMENT**.

9.12 To the extent required by law, the **COUNTY** will be self-insured against, or will secure and maintain during the life of this **AGREEMENT**, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the **COUNTY** shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by **COUNTY**. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this **AGREEMENT** is not protected under Workers' Compensation statutes, the **COUNTY** shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the **DISTRICT**, for the protection of such employees not otherwise protected.

9.13 The **COUNTY** warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the **COUNTY'S** officers, employees, servants and agents while acting within the scope of their employment with the **COUNTY**.

9.14 At the direction of FDEP, the **DISTRICT** may at any time, make any change in the work within the general scope of this **AGREEMENT** (e.g., specifications, time, method or manner of performance, requirements, etc.). All changes are subject to the mutual agreement of both parties as evidenced in writing, including but not limited to, any change which causes an increase or decrease in the **COUNTY'S** cost or time. All such changes will require a formal amendment to this **AGREEMENT**.

9.15 Upon **AMENDMENT NO. 2** execution, all parties involved with sampling and or analysis activities, including the **COUNTY** and any designated subcontractors, shall submit Comprehensive Quality Assurance Plans (CompQAP) and one Quality Assurance Project Plan (QAPP) for the purpose of approval by the FDEP'S QA Section. The Comp QAP(s) shall be prepared in accordance with the document entitled "DEP Manual for Preparing Quality Assurance Plans, DEP-QA-001/90" (September 1992). The QAPP shall be prepared in accordance with Section 5 of the same document and shall be submitted on DEP Form 62-160.900(1).



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

number shall also accompany any CompQAP(s) or applicable CompQAP amendments. Within forty-five (45) days of receipt of properly identified documents by the FDEP'S QA Section, the QA Section shall review and either approve the CompQAP(s) and QAPP, or provide comments to the COUNTY and affected subcontractors as to why the Plan(s) are not approved. If further revisions are needed, the COUNTY shall then have fifteen (15) days from the receipt of such comments to respond. The QA Section shall respond to all revisions within 30 days of receipt in the QA Section.

9.15.7 If QA Plan review is delayed, through no fault of the COUNTY, beyond sixty (60) days after the Plan is received by the QA Section, the COUNTY shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of this AGREEMENT for a time period not to exceed the period that QA review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of this AGREEMENT.

9.15.8 Sampling and analysis may not begin until the QAPP has been given approval or "approval pending" status. However, even if approval pending status has been given, failure to obtain full approval within the time frames specified herein will result in suspension or termination of this Agreement.

9.15.9 Once approved, the COUNTY shall follow the protocols specified in the approved QAPP and associated CompQAP9s) including, but not limited to:

1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
2. Using only the protocols approved in the QAPP; and
3. Using only the equipment approved in the QAPP.

9.15.10 If any changes as outlined in Rule 62-160.220(6)(d) occurs, the COUNTY shall submit appropriate amendments through the Project Manager to the QA Section. Such amendments are subject to Rule 62-160.220(6)(d) requirements and the same conditions as the original submittal (see 9.15.2, 9.15.6, and 9.15.7 above). Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the DISTRICT to suspend or terminate the AGREEMENT.

9.15.11 All sampling and analyses performed under this AGREEMENT



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives
hereby execute this AMENDMENT NO. 2 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

By: *Sheryl G. Wood*
~~Michael Slayton, Deputy Executive Director~~
SHERYL G. WOOD, PROCUREMENT DIRECTOR

SFWMD OFFICE OF COUNSEL APPROVED

By: *Thomas R. Wolfe*
Date: 12-15-98

SFWMD PROCUREMENT APPROVED

By: *J Wood*
Date: 12/10/98

MIAMI-DADE COUNTY

By: *[Signature]*

Title: SR. ASST. TO THE CO. MGR.

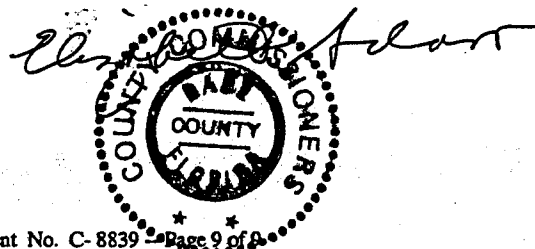


EXHIBIT "A2"

Table 1.

DELIVERABLES AND PAYMENT SCHEDULE

TASKS	DELIVERABLE ²	DUE DATE	NOT-TO-EXCEED STATE APPROPRIATIONS ³	DISTRICT ¹
I ~	Quarterly Status Report No: 10 and Volume No: 4 Evaluation of Control Measures	30 months from contract execution	\$130,000	—
J-and K	Quarterly status Report No: 11, Volume No: 5 Pollutant Loading Estimates for Future Conditions with Control Measures and Volume No: 6 Hydrologic and Hydraulic Modeling for Future Conditions with Control Measures	33 months from contract execution		
L	Quarterly Status Report No: 12, Executive Summary and Final Report	36 months from contract execution		
TOTAL			\$700,000	

July 2003

July 2003

1. The total cost of the project for all phases will be \$2,164,524.00. The shared District/FDEP, 1998-1999 Specific Appropriation 1362A and 1999 District funding shall not exceed \$457,662.00, \$700,000.00 and \$150,000.00 respectively. The Miami-Dade County contribution will be \$856,862 and will be distributed throughout the project life.

2. Copies of all deliverables shall be submitted to both the District Project Manager as well as the FDEP Project Manager.

3. Allocated not-to-exceed amounts for each deliverable are estimates. The County may invoice for actual costs incurred in amounts which are either greater or less than the estimate as long as they fall within the total not-to-exceed appropriation of \$700,000.00.

EXHIBIT "A2"

Table 2.

SUMMARY DISTRIBUTION OF FUNDS

Tasks	Deliverable	Due Date	DISTRICT/ SWIM Funding	COUNTY Funding	SPECIFIC APPROPRIATION 1362A	DISTRICT Funding (FY 1999)	Total
	Quarterly Status Report No. 7	21 months from contract execution	\$43,637.50	\$29,091.50	-----	-----	\$72,729
	Quarterly Status Report No. 8, and sub- basin maps	24 months from contract execution	\$43,637.50	\$29,091.50	-----	-----	\$72,729
C,D,E, And F	Quarterly Status Report No. 1	3 months from contract execution	-----	-----	-----	\$50,000	\$50,000
C,D,E, And F	Quarterly Status Report No. 2...	6 months from contract execution	-----	-----	-----	\$50,000	\$50,000
C,D,E, And F	Quarterly Status Report No. 3	9 months from contract execution	-----	-----	-----	\$50,000	\$50,000
C,D,E, And F	Quarterly Status Report No. 4	12 months from contract execution	-----	-----	\$50,000	-----	\$50,000

MEMORANDUM

Agenda Item No. 6(D)(1)(H)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: January 21, 1999

SUBJECT: Resolution Authorizing the County
Manager to Execute Amendment Number
Two to Agreement Number C-8839 with
the South Florida Water Management
District for the South Miami-Dade
Watershed Planning Project: Stormwater
Planning Component Phase II

FROM: M.R. Stierheim
County Manager

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution which authorizes the County Manager to execute Amendment Number Two to a Agreement Number C-8839 with the South Florida Water Management District (the District). This amendment provides for the expenditure of \$700,000 from Specific Appropriation 1362A, appropriated in the 1997-98 General Appropriations Act approved by the Florida Legislature, towards the development of a stormwater management plan for that portion of unincorporated southern Miami-Dade County located within the C-102, Goulds Canal Drainage Area, C-103, North Canal, Florida City, and the C-1 Basins. This appropriation brings the total amount approved for this project under the original agreement and Amendment Number One (being presented to the Board concurrently with this item) to \$1,307,662. The County will provide up to forty (40) percent, or \$856,862, to the total cost of this project.

BACKGROUND

On November 4, 1997, the Board of County Commissioners approved a resolution authorizing the County Manager to execute Agreement Number C-8839 with the District providing for the expenditure of funds appropriated in the 1996-97 General Appropriations Act by the Legislature for the South Miami-Dade Watershed Planning Project: Stormwater Modeling Component Phase I. Phase I of this project involves the collection of hydrologic and infrastructure data needed for Phase II.

In Phase II, existing and future land uses will be evaluated by modeling the water quality and quantity effects of stormwater upon downstream waterbodies, including Biscayne Bay. This evaluation will assist in developing comprehensive land use strategies for the area. The project is a critical component in the development of the integrated area wide land use and water management plan for the south Miami-Dade County watershed required in Policy 8.E of the County's Comprehensive Development Master Plan.

The attached contract amendment (C-8839-A2) provides \$700,000 from the South Florida Water Management District, which was appropriated in the 1997-98 General Appropriations Act by the Legislature for Phase II of this project. There is no mandatory match required under this amendment. However, the County will be providing a minimum of 40% of the overall total project costs for Phase I and II.

Veto _____
Override _____

RESOLUTION NO. R-38-99

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER C-8839 WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE SOUTH MIAMI-DADE WATERSHED PLANNING PROJECT: STORMWATER PLANNING COMPONENT PHASE II; AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

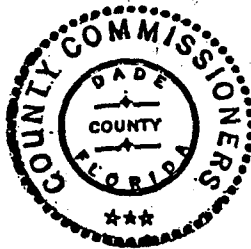
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute Amendment Number Two to Agreement Number C-8839 with the South Florida Water Management District in the amount of \$700,000 for the purposes of providing funding toward the South Miami-Dade Watershed Planning Project: Stormwater Planning Component Phase II, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Katy Sorenson**, who moved its adoption. The motion was seconded by Commissioner **Gwen Margolis** and upon being put to a vote, the vote was as follows:

X 35

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	absent	Gwen Margolis	aye
Natacha Seijas Millan	aye	Jimmy L. Morales	absent
Dennis C. Moss	aye	Pedro Reboredo	aye
Dorrian D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 1999. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency *RST*